

April 20, 2010

RECORDATION NO. 29347 FILED

Secretary, Surface Transportation Board
Washington, D.C.

JUL 14 '10 -2 40 PM

SURFACE TRANSPORTATION BOARD

Dear Secretary:

I have enclosed an original and one copy / counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an equipment security and lease agreement, a primary document, dated April 20, 2010.

The names and addresses of the parties to the documents are as follows:

Mortgagor - First National Bank
1821 S. 10th
McAllen, Texas 78503

Mortgagee - Rio Grande Chemical, LTD
(formerly Rio Grande Chemical Sales Company)
901 Lindberg
McAllen, Texas 78502

A description of the equipment covered by the document follows:

25 covered hopper railcars - RGCX1492, RGCX1493, RGCX1494
RGCX1495, RGCX1496, RGCX1497, RGCX1498, RGCX1499
RGCX1500, RGCX1501, RGCX1502, RGCX1503, RGCX1504
RGCX1505, RGCX1506, RGCX1507, RGCX1508, RGCX1509
RGCX1510, RGCX1511, RGCX1512, RGCX1513, RGCX1514
RGCX1515, RGCX1516

A fee of \$41.00 is enclosed. Please return the original and any extra copies
Not needed by the Commission for recordation to:

First National Bank
c/o Mayra Woloski
1821 S. 10th
McAllen, Texas 78503

A short summary of the document to appear in the index follows:

Primary Document: Equipment Security Agreement between:

Mortgagor – First National Bank
1821 S. 10th
McAllen, Texas 78503

Mortgagee - Rio Grande Chemical LTD
901 Lindberg
McAllen, Texas 78502

Documented dated April 20, 2010 and covering 25 covered hopper railcars
Marked RGCX1492 thru RGCX1516.

Sincerely

A handwritten signature in black ink, appearing to read 'Mayra Woloski', with a stylized flourish at the end.

Mayra Woloski, Branch President
First National Bank

SECURITY AGREEMENT

DATE AND PARTIES. The date of this Security Agreement (Agreement) is April 22, 2010. The parties and their addresses are:

SECURED PARTY:

FIRST NATIONAL BANK
100 W Cano
Edinburg, TX 78539

RECORDATION NO. 29347 FILED

JUL 14 '10 -2 40 PM

DEBTOR:

RIO GRANDE CHEMICAL LTD
a Texas Limited Partnership
P O BOX 69
MCALLEN, TX 78505

COMMERCIAL TRANSPORTATION BOARD

The pronouns "you" and "your" refer to the Secured Party. The pronouns "I," "me" and "my" refer to each person or entity signing this Agreement as Debtor and agreeing to give the Property described in this Agreement as security for the Secured Debts.

Where the owner of the Property is different from the obligor or guarantor whose obligation this Agreement secures, "Debtor" refers to each person or entity who is an owner of the Property and "Obligor" or "Guarantor," as applicable, refer to such parties as designated in the SECURED DEBTS section.

1. SECURED DEBTS. The term "Secured Debts" includes and this Agreement will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 1136002510, dated April 22, 2010, from RIO GRANDE CHEMICAL, LTD. (Obligor) to you, in the amount of \$950,000.00.

B. Sums Advanced. All sums advanced and expenses incurred by you under the terms of this Agreement.

Loan Documents refer to all the documents executed in connection with the Secured Debts.

2. SECURITY INTEREST. To secure the payment and performance of the Secured Debts, I give you a security interest in all of the Property described in this Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the Property). Property is all the collateral given as security for the Secured Debts and described in this Agreement, and includes all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

3. PROPERTY DESCRIPTION. The Property is described as follows:

A. Specific Property. 25 TRINITY BUILT110, 3281 C.F. COVERED HOPPER RAILCARS WITH MINER AUTOLOK II GATES
CAR MARKS AND NUMBERS RGCX 1492 - RGCX 1516

4. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Agreement is in effect:

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Agreement and the obligation evidenced by this Agreement are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my property is subject.

C. Name and Location. My name indicated in the DATE AND PARTIES section is my exact legal name. I am an entity organized and registered under the laws of Texas. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

D. Business Name. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

E. Ownership of Property. I represent that I own all of the Property. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

5. DUTIES TOWARD PROPERTY.

A. Protection of Secured Party's Interest. I will defend the Property against any other claim. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these and make copies at any reasonable time. I will prepare any report or accounting you request which deals with the Property.

B. Use, Location, and Protection of the Property. I will keep the Property in my possession and in good repair. I will use it only for commercial purposes. I will not change this specified use without your prior written consent. You have the right of reasonable access to inspect the Property and I will immediately inform you of any loss or damage to the Property. I will not cause or permit waste to the Property.

I will keep the Property at my address listed in the DATE AND PARTIES section unless we agree I may keep it at another location. If the Property is to be used in other states, I will give you a list of those states. The location of the Property is given to aid in the identification of the Property. It does not in any way limit the scope of the security interest granted to you. I will notify you in writing and obtain your prior written consent to any change in location of any of the Property. I will not use the Property in violation of any law. I will notify you in writing prior to any change in my address, name or, if an organization, any change in my identity or structure.

Until the Secured Debts are fully paid and this Agreement is terminated, I will not grant a security interest in any of the Property without your prior written consent. I will pay all taxes and assessments levied or assessed against me or the Property and provide timely proof of payment of these taxes and assessments upon request.

C. Selling, Leasing or Encumbering the Property. I will not sell, offer to sell, lease, or otherwise transfer or encumber the Property without your prior written permission, except for Inventory sold in the ordinary course of business at fair market value, or at a minimum price established between you and me. If I am in default under this Agreement, I may not sell the Inventory portion of the Property even in the ordinary course of business. Any disposition of the Property contrary to this Agreement will violate your rights. Your permission to sell the Property may be reasonably withheld without regard to the creditworthiness of any buyer or transferee. I will not permit the Property to be the subject of any court order affecting my rights to the Property in any action by anyone other than you. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, I will note your security interest on the face of the chattel paper or instruments.

6. INSURANCE. I agree to keep the Property insured against the risks reasonably associated with the Property. I will maintain this insurance in the amounts you require. This insurance will last until the Property is released from this Agreement. I may choose the insurance company, subject to your approval, which will not be unreasonably withheld.

I will have the insurance company name you as loss payee on any insurance policy. I will give you and the insurance company immediate notice of any loss. You may apply the insurance proceeds toward what is owed on the Secured Debts. You may require added security as a condition of permitting any insurance proceeds to be used to repair or replace the Property.

If you acquire the Property in damaged condition, my right to any insurance policies and proceeds will pass to you to the extent of the Secured Debts.

I will immediately notify you of cancellation or termination of insurance. If I fail to keep the Property insured, you may obtain insurance to protect your interest in the Property and I will pay for the insurance on your demand. You may demand that I pay for the insurance all at once, or you may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of me, may be written by a company other than one I would choose, and may be written at a higher rate than I could obtain if I purchased the insurance. I acknowledge and agree that you or one of your affiliates may receive commissions on the purchase of this insurance.

7. COLLATERAL PROTECTION INSURANCE. Property Insurance is required. I agree to buy insurance on the Property in the amount you specify, subject to applicable law. I shall have the option of furnishing any required insurance either through existing policies of insurance owned or controlled by me or procuring and furnishing the equivalent coverage through any insurance company authorized to do business in Texas or an eligible surplus line insurer to the extent permitted by law. I will name you as loss payee under the policy. I may be required to deliver to you a copy of the collateral protection insurance policy and proof of payment of premiums.

If I fail to meet any of these requirements, you may obtain collateral protection insurance on my behalf. You are not required to purchase any type or amount of insurance. To the extent permitted by law, you may obtain insurance that will cover either the actual amount of unpaid indebtedness or the replacement cost of improvements, subject to policy limits. If you purchase insurance for the Property, I will be responsible for the cost of that insurance, including interest and any other charges incurred by you in connection with the placement of collateral protection insurance to the extent permitted by law. I understand that insurance you obtain may cost significantly greater than the cost of insurance I could have obtained. Amounts that I owe are due and payable upon demand or on such other terms as you require to the extent permitted by law.

8. AUTHORITY TO PERFORM. I authorize you to do anything you deem reasonably necessary to protect the Property, and perfect and continue your security interest in the Property. If I fail to perform any of my duties under this Agreement or any other Loan Document, you are authorized, without notice to me, to perform the duties or cause them to be performed.

These authorizations include, but are not limited to, permission to:

- A. pay and discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property.
- B. pay any rents or other charges under any lease affecting the Property.
- C. order and pay for the repair, maintenance and preservation of the Property.
- D. file any financing statements on my behalf and pay for filing and recording fees pertaining to the Property.
- E. place a note on any chattel paper indicating your interest in the Property.
- F. take any action you feel necessary to realize on the Property, including performing any part of a contract or endorsing it in my name.
- G. handle any suits or other proceedings involving the Property in my name.
- H. prepare, file, and sign my name to any necessary reports or accountings.
- I. make an entry on my books and records showing the existence of this Agreement.

If you perform for me, you will use reasonable care. If you exercise the care and follow the procedures that you generally apply to the collection of obligations owed to you, you will be deemed to be using reasonable care. Reasonable care will not include: any steps necessary to preserve rights against prior parties; the duty to send notices, perform services or take any other action in connection with the management of the Property; or the duty to protect, preserve or maintain any security interest given to others by me or other parties. Your authorization to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Agreement. All cash and non-cash proceeds of the Property may be applied by you only upon your actual receipt of cash proceeds against such of the Secured Debts, matured or unmatured, as you determine in your sole discretion.

If you come into actual or constructive possession of the Property, you will preserve and protect the Property. For purposes of this paragraph, you will be in actual possession of the Property only when you have physical, immediate and exclusive control over the Property and you have affirmatively accepted that control. You will be in constructive possession of the Property only when you have both the power and the intent to exercise control over the Property.

9. DEFAULT. I will be in default if any of the following occur:

- A. **Payments.** I or Obligor fail to make a payment in full when due.
- B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Obligor, or any co-signer, endorser, surety or guarantor of this Agreement or any other obligations Obligor has with you.
- C. **Business Termination.** I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.
- D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Agreement.
- E. **Other Documents.** A default occurs under the terms of any other Loan Document.
- F. **Other Agreements.** I am in default on any other debt or agreement I have with you.
- G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. **Judgment.** I fail to satisfy or appeal any judgment against me.
- I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.
- K. **Property Transfer.** I transfer all or a substantial part of my money or property.
- L. **Property Value.** You determine in good faith that the value of the Property has declined or is impaired.
- M. **Material Change.** Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.
- N. **Insecurity.** You determine in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in Borrower's most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

10. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Agreement to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. However, if I am in default under this Agreement, I may not sell the inventory portion of the Property even in the ordinary course of business.

11. REMEDIES. After I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the Secured Debts.

E. Assembly of Property. You may require me to gather the Property and make it available to you in a reasonable fashion.

F. Repossession. You may repossess the Property so long as the repossession does not involve a breach of the peace. You may sell, lease or otherwise dispose of the Property as provided by law. You may apply what you receive from the disposition of the Property to your expenses, your attorneys' fees and legal expenses (where not prohibited by law), and any debt I owe you. If what you receive from the disposition of the Property does not satisfy the debt, I will be liable for the deficiency (where permitted by law). In some cases, you may keep the Property to satisfy the debt.

Where a notice is required, I agree that ten days prior written notice sent by first class mail to my address listed in this Agreement will be reasonable notice to me under the Texas Uniform Commercial Code. If the Property is perishable or threatens to decline speedily in value, you may, without notice to me, dispose of any or all of the Property in a commercially reasonable manner at my expense following any commercially reasonable preparation or processing.

If any items not otherwise subject to this Agreement are contained in the Property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.

G. Use and Operation. You may enter upon my premises and take possession of all or any part of my property for the purpose of preserving the Property or its value, so long as you do not breach the peace. You may use and operate my property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

H. Waiver. By choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. WAIVER OF CLAIMS. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

13. PERFECTION OF SECURITY INTEREST AND COSTS. I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining perfection or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code. I agree to pay all taxes, fees and costs you pay or incur in connection with preparing, filing or recording any financing statements or other security interest filings on the Property. I agree to pay all actual costs of terminating your security interest.

14. APPLICABLE LAW. This Agreement is governed by the laws of Texas, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Texas, unless otherwise required by law.

15. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. You may sue each Debtor individually or together with any other Debtor. You may release any part of the Property and I will still be obligated under this Agreement for the remaining Property. Debtor agrees that you and any party to this Agreement may extend, modify or make any change in the terms of this Agreement or any evidence of debt without Debtor's consent. Such a change will not release Debtor from the terms of this Agreement. If you assign any of the Secured Debts, you may assign all or any part of this Agreement without notice to me or my consent, and this Agreement will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Agreement as to any of the Secured Debts that are not assigned. This Agreement shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Secured Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

16. AMENDMENT, INTEGRATION AND SEVERABILITY. This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

17. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

18. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES

section, or to any other address designated in writing. Notice to one Debtor will be deemed to be notice to all Debtors. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Agreement and to confirm your lien status on any Property. Time is of the essence.

19. AGREEMENT TO ARBITRATE. You or I may submit to binding arbitration any dispute, claim or other matter in question between or among you and me that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as you and I agree to in writing. For purposes of this section, this Transaction includes this Agreement and the other Loan Documents, and proposed loans or extensions of credit that relate to this Agreement. You or I will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

You or I may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to you or me; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

You and I acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among you and me involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.


The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Agreement, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Agreement or another writing.

20. WAIVER OF TRIAL FOR ARBITRATION. You and I understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, you and I voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

SIGNATURES. By signing, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.


DEBTOR:

RIO GRANDE CHEMICAL LTD

By 
PAUL G. VEALE JR.

SECURED PARTY:

First National Bank

By 
MAYRA WOŁOSKI

(Attest)

RGC
RAILCAR LEASING AGREEMENT

This AGREEMENT, dated August 15, 1995, by and between RIO GRANDE CHEMICAL SALES COMPANY, a Texas corporation having an office at 901 Lindberg, McAllen, Texas 78502 (hereinafter called "RGC") and GIANT CEMENT COMPANY, a Delaware corporation having an office at 320-D Midland Parkway, Summerville, S. C. 29485, herein after called ("Lessee").

WITNESSETH:

1. **Railcars Covered by Agreement.** RGC agrees to furnish and lease to Lessee, and Lessee agrees to accept and use, upon the terms and conditions set forth herein, the cars described on the rider(s) attached hereto, and such additional riders as may be added hereto from time to time by agreement of the parties, and any and all other cars delivered to and accepted by Lessee (collectively called the "Cars"). Each rider shall be in the form of Exhibit A attached hereto and shall set forth a description of the Cars, the number of Cars of each type, the specific Car marks and numbers as registered with the Association of American Railroads ("AAR"), the period for which the Cars will be leased (the "Term"), the rental charge per-car-per-period, the specific commodity or freight to be carried therein, any specific restrictions on use, the delivery location, the return location and other pertinent information that may be desired by both parties. All Cars leased pursuant to such rider(s), or otherwise delivered to and accepted by Lessee, are and shall be subject to the terms and conditions of this Agreement and any riders hereto. This agreement and any and all riders hereto are herein collectively called the "Agreement."
2. **Delivery, Inspection and Acceptance.** RGC agrees to deliver the Cars to Lessee at the point(s) in the United States designated in the applicable rider hereto or as otherwise mutually agreed by RGC and Lessee. RGC shall have no liability or obligation to Lessee for any delay in delivery resulting from causes beyond RGC's control. Each of the Cars shall be subject to an inspection by Lessee upon delivery. The condition of each car will be evidenced by completion of an inspection and acceptance form in the form of Exhibit B attached hereto. Lessee agrees to accept each such Car on such delivery date or to immediately notify RGC of the nature and extent of any material defect that causes any Car to be reasonably deemed by the Lessee as unfit for use by Lessee. Execution by Lessee of any inspection and acceptance form showing a car to be free of material defects shall constitute acceptance thereof by Lessee. If no such inspection and acceptance form shall have been so executed, then the loading of any Car so delivered, the placing of such Car into interchange service by the Lessee or at its direction, or the failure by Lessee to report any material defect in a car within ten (10) days of delivery, shall be deemed to constitute acceptance thereof by Lessee as of the date of delivery. If Lessee is unable to accept delivery of a Car or to inspect such Car because of the inability of Lessee's plant or loading facility to accept such Car, for whatever reason, any storage or other charges incurred in connection with such Car shall be for Lessee's account.
3. **Payment of Rent.** Lessee's obligation to pay RGC rent and any other amounts required under this Agreement or any rider hereto for any Car shall commence on the date of acceptance by Lessee of such Car and shall continue in all events until the end of the Term for such Car as set forth in the applicable rider hereto, or until the obligation to pay the same shall be determined pursuant to paragraphs 8 or 21 hereof, and, in any case, until the Cars have been returned to the possession of RGC pursuant to, and in the condition required by, paragraphs 9 and 13 hereof. Lessee agrees to pay rent and other amounts due in accordance with the terms of this Agreement and any rider hereto. Lessee shall not be entitled to any abatement or reduction of, or set off against, rent or any other amounts payable hereunder including, but not limited to, abatements, reductions or set offs arising from any claims of Lessee against RGC, under this Agreement or otherwise, or against any other party. Such amounts shall be paid to RGC in United States funds, monthly in advance on the first day of each month, and shall be prorated for any period for any Car that is leased for less than a full calendar month. Such payments shall be remitted to RGC by wire transfer in accordance with instructions indicated on the applicable rider or, in the absence of such instructions, by check payable to RGC via express parcel courier to: RIO GRANDE CHEMICAL SALES COMPANY, 901 Lindberg, McAllen, Texas 78502, or pursuant to such other instructions as RGC shall from time to time direct in writing.
4. **Use of Cars.** Except as otherwise set forth herein, Lessee agrees (i) to use the Cars exclusively in its own service, except as part of normal interchange service or as hereinafter provided; (ii) to use the Cars only to carry the commodities described in the rider relating to such Cars; (iii) to use the Cars in accordance with all laws and with industry standards and in accordance with the rules and regulations of the U. S. Department of Transportation ("DOT"), AAR and the Federal Railroad Administration ("FRA") or any successor organizations and the corresponding laws, regulations and rules in force in Mexico or the United States; (iv) to ensure that none of the Cars is loaded in excess of the load limit stenciled on each of the Cars; and (v) that none of the Cars shall be shipped beyond the boundaries of the United States or Mexico, except with the prior written consent of RGC; and (vi) over Thirty Thousand (30,000) miles (loaded and empty) in any calendar year. Furthermore, Lessee shall be solely responsible and pay any and all duties, transmittal fees, customs brokers charges or other fees of any sort relating to the permanent or temporary importation or exportation of the Cars between the United States and Mexico.
5. **Record of Movements.** Lessee, directly or through and approved sublessee, agrees to keep accurate and timely records pertaining to the movements of the Cars, and, upon the request of RGC, from time to time, to promptly provide to RGC, subject to any applicable Interstate Commerce Commission ("ICC") restrictions on release of such information, complete reports of the Car movements, including but not limited to dates received, loaded and shipped, commodity or freight loaded, destination, and all other Car movement information or documents which Lessee may originate or receive from railroad companies or other sources which RGC may reasonably request.
6. **Taxes and Charges:** RGC shall be solely responsible for the payment of U. S. Federal income taxes assessed against it for any rental or casualty payment received under this Agreement. Lessee shall pay in a timely manner, without any set-off or reduction against the rent or other amounts owed RGC and indemnify and hold RGC harmless from: (i) any value added tax relating to the importation of the Cars and/or value added tax relating to the rental payments, income taxes on non-residents in Mexico and all other taxes (withholding or otherwise), including but not limited to any ad valorem or property taxes imposed by the United States, Canada, Mexico, or any other country, or any state or province thereof, or any governmental or administrative subdivision thereof, and any sales, lease, use, gross receipts, franchise or single business taxes, and (ii) any and all other charges, license fees, assessments, fines, levies, imposts, duties, transmittal fees, customs brokers charges, tariffs, customs duties, switching charges, mileage equalization charges, empty movement charges, track storage, detention or demurrage charges arising from change in law or otherwise, including penalties and interest thereon, levied or imposed by any domestic or foreign, federal, state or local government or taxing authority, railroad or other agency, imposed upon, or with respect to, either the Cars, the Agreement, Lessee or RGC in connection with this Agreement. Lessee shall be under no obligation to pay any such

Initial:

RGC
RGC

Lessee
Lessee

taxes or other charges so long as Lessee is contesting in good faith and by appropriate legal proceedings imposition of such taxes or other charges and the nonpayment thereof does not or will not, in the reasonable opinion of RGC, adversely affect any title, property or rights of RGC hereunder in or to the rent or other sums payable under the Agreement or in or to any Car, or diminish the value thereof. For the purpose of this paragraph the railroad mileage and junction reports shall be prima facie evidence of the facts reported therein. Lessee agrees to promptly reimburse RGC for any of the foregoing paid by RGC.

7. **Maintenance.** RGC shall be responsible for having each car maintained in accordance with the AAR Rules and the rules and regulations of the U. S. Department of Transportation and of any other federal authorities having jurisdiction except for the car roof and any part, piece or component of the loading and unloading system of the car which shall include but not be limited to such items as loading hatches and discharge outlets, which are solely the Lessee's responsibility. No alterations to any car shall be made or authorized by Lessee without RGC's prior written consent. If Lessee shall have or shall obtain information indicating that any car shall require alterations, Lessee shall promptly notify RGC and upon request by RGC, Lessee shall make such car available in an empty condition at a car repair location designated by RGC. If any car shall be determined by a railroad as to have been destroyed, this Agreement shall terminate with respect to such car as of the date the railroad makes such notifications. If any physical changes in the car shall be required by AAR, DOT or other governmental laws or regulations, RGC shall have the option to (a) terminate this Agreement with respect to such car, or (b) make such modifications and Lessee agrees to pay an additional service charge equal to \$9.50 per car per month for each \$100.00 of car modification cost to RGC to perform such changes, such charge to commence upon date of acceptance by a railroad of instructions to forward such car to Lessee after such changes are completed. Lessee shall be solely responsible for any damage to the cars, regardless of cause, except for damage documented in accordance with AAR Rule 95. Lessee shall promptly notify RGC upon receipt by Lessee of knowledge that any of the Cars have been classified as "heavy bad order" or any equivalent classification, and of any substantial damage to any of the Cars.

8. **Casualty.** In the event any Car is irreparably damaged or destroyed or is out of service due to the loss of damage to or condition of the Car for more than sixty (60) days, Lessee shall pay to RGC, (i) on the next following rent payment date, or (ii) when the corresponding insurance payment has been received, whichever is later, as amount equal to the greater of (i) casualty value of such Cars as set forth in the Casualty Loss Schedule attached to the applicable rider hereto, and (ii) that amount that would be calculated assuming that Rule 107 of the AAR, or any successor rule adopted by the AAR or any successor organization, in effect as of the date such car is removed from service, is applicable. Rent in respect to any such Car will continue until all amounts due and payable to RGC in respect of such Car are received by RGC. Without limiting the obligation of Lessee to pay in full the amount required by the first sentence of this paragraph 9, RGC shall have the right, but shall not be obligated, to substitute for any such Car another car of the same type and capacity and the rent in respect to such substituted Car shall commence upon delivery of such substituted Car to Lessee. This Agreement shall not terminate nor shall the respective obligations of Lessee to RGC be otherwise affected by reason of (i) any defect in or damage to, any of the Cars from any cause; (ii) the taking or requisitioning of the Cars by condemnation or otherwise; (iii) the lawful prohibition of Lessee's use of the Cars; or (iv) the interference with such use by any person, other than RGC, when Lessee is not in default hereunder, the foregoing or any present or future law to the contrary notwithstanding. To the extent permitted by applicable law, Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the lease of any Car, except in accordance with the express terms hereof.

9. **Car Interior Care and Maintenance.** Lessee agrees that it will, at its own expense, expressly in addition to its obligations to maintain the Cars under this Agreement or any rider hereto, maintain the interior of the Cars in a condition at least as good as when delivered to and accepted by Lessee, ordinary wear and tear excepted, so long as such wear and tear is caused by use for which such Car was designed, and in any case, free of perforation from corrosion, erosion or other damage. Lessee will not make any material change in the interior of any Car without the prior written consent of RGC, which consent shall specify the return conditions for such Car. In the event such consent is granted, the modification of any interior in any Car is to be performed by and at the sole expense and risk of Lessee, unless otherwise specifically provided for in the applicable rider or in such consent.

10. **Modifications to Cars.** Lessee agrees that it will not make any modifications to any of the Cars without the prior written consent of RGC. In the event that any governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment requires that any addition, removal, modification, replacement or adjustment be made to any of the Cars in order to qualify them for operation in railroad interchange service (hereinafter "Modifications"), Lessee agrees to pay all costs or expenses required to make any such Modifications. Any parts or items added, whether as replacements or additions or Modifications, shall be considered accessions to the Cars and title thereto shall be immediately vested in RGC at no cost or expense to RGC, and shall remain on and not be removed from the Cars upon the return of the Cars to RGC at lease termination, except as pursuant to paragraph 13 hereof.

11. **Markings on Cars.** Upon delivery to Lessee, the Cars will bear reporting marks and car numbers as detailed in the applicable rider to this Agreement and as registered with the AAR. Lessee shall ensure that the Cars remain so marked throughout the term of this Agreement. No lettering or marking of any kind shall be placed upon or removed from any of the Cars by Lessee without prior written notice to RGC, except as directed by RGC or as mandated under requirements of the FRA, DOT, ICC, AAR or other governmental agency. In the event of any such applicable change, Lessee will immediately notify RGC in writing prior to effecting such change, and, if requested to do so by RGC, Lessee will file a statement of new car numbers or otherwise arrange for the re-registration of the Cars as required by any governmental or non-governmental agency or organization in order to maintain the existing registration of the Cars and in order to protect RGC's title and interest in and to the Cars and in and to the Agreement. Any such allowed changes in or of lettering or markings on a Car shall be performed at the expense of Lessee.

12. **Inspections.** RGC or its designated agent shall have the right, from time to time, to inspect the Cars and Lessee's records and books with respect to the Cars at any reasonable time. Lessee agrees to assist RGC in performing any such inspection to the extent such assistance does not materially interfere with Lessee's operations.

13. **Return of Cars.** Except as otherwise set forth in the applicable rider with respect to any Car, upon termination of the Agreement with respect to any Car, Lessee agrees, at its sole expense and risk, to store such Car for such reasonable period of time as RGC shall request, and, at the Lessee's sole expense and risk to promptly redeliver such Car to RGC Delivery Duties Paid (DDP) at such Interchange points within the continental United States as RGC may reasonably specify. Each Car shall be subject to RGC's inspection and acceptance upon redelivery. Each Car shall be in conformance with the applicable requirements of the AAR and FRA, DOT or any successor organizations, and shall be in at least as good condition as when delivered to Lessee, ordinary wear and tear excepted, including but not limited to (i) having fully functional and wind/water/commodity tight hatches, doors and outlets; (ii) being free from all charges and liens which Lessee is required to discharge pursuant to paragraph 14 hereof; and (iii) being free from all accumulation or deposits, whether from commodities transported in or on the Cars while in the service of Lessee or otherwise. In addition, Lessee shall at its own expense and risk, at the sole discretion of RGC, remove any structural members, bulkheads or any other load carrying or containing devices installed on or attached to any of the Cars by Lessee, repair any damage caused by such removal, and restore such cars to the same configuration as when originally delivered to Lessee. For each day any Car shall not have been so returned to RGC, or for each day any Car so returned is not in such required condition, Lessee's obligation to pay rent and any other amounts under this Agreement or riders hereto will continue beyond the termination date in an amount equal to the greater of (i) its then fair market rental for such Car as reasonably determined by RGC or (ii) 125% of the rental for such Car indicated in the applicable rider, until Lessee shall so return and/or repair or clean any such Car, or reimburse RGC for any expenses incurred in repairing or cleaning any such Car. For all purposes of this Agreement no Car shall be deemed to have been returned to RGC's possession until all of Lessee's obligations herein pertaining to such Car have been performed.

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RGC

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14. **Liens on the Equipment.** Lessee shall satisfy and discharge any and all liens or charges which may be levied against or imposed upon any Car, and any and all claims which, if unpaid, might constitute or become a lien or a charge upon any Car, except for any lien which (i) results from an affirmative act of RGC to create a lien, which act is neither consented to by Lessee nor created in connection with a Default (as hereinafter defined), or (ii) results from claims against RGC not related or connected to the ownership, leasing, use or operation of any of the Cars or its status as lessor under this Agreement. Lessee shall not be required to pay or discharge any such claims so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not, in the reasonable opinion of RGC, adversely affect or endanger the title or interest of RGC herein or in and to the Cars, or diminish the value of the Cars. Lessee's obligations under this paragraph 14 shall survive the termination of this Agreement.

15. **Limitations on Lessee's Interest.** No right, title or interest in any of the Cars shall vest in Lessee by reason of this Agreement or by reason of the delivery to or use by Lessee of the Cars, except the right to use the Cars in accordance with the terms of this Agreement. Lessee shall make no sublease, transfer, assignment or pledge of its interest under this Agreement in and to the Cars without RGC's prior written consent.

16. **Loss of or Damage to Commodities or Freight.** RGC shall not be liable for any loss or damage to any commodity or freight of any kind, or any part thereof, loaded or shipped in or on the Cars. Lessee agrees to assume responsibility for, and any liability arising from, any such loss or damage, and further agrees to indemnify RGC against, and hold RGC harmless from claims for any such loss or damage.

17. **Indemnification.** Lessee agrees to indemnify and hold RGC harmless from and against any loss, liability, claim, cost, damage or expense (including attorneys' fees) arising out of or in connection with the possession, leasing, subleasing, storage, use or return of any Car from the date of acceptance by Lessee to the date of return and acceptance by RGC, excepting, however, any loss, liability, claim, cost, damage or expense which is attributable to the gross negligence or wilful misconduct of RGC, its agents or employees.

18. **Late Payment.** Lessee shall pay interest on any rent payment or other amount owed to RGC not received by RGC within ten (10) business days of the required due date. Interest on any such late payment will accrue from and including the due date until the date received by RGC at an interest rate of twelve percent (12%) per annum, or the highest rate allowed by law, whichever is lower.

19. **Insurance.** Lessee shall, at its own expense, and at all times during the Term and any storage period applicable hereunder, directly or through an approved sublessee, insure and keep insured each Car, against (i) general liability, including evacuation expense and pollution clean-up expense, and (ii) property damage in an amount at least equal to the casualty value of the Cars, as set forth in the casualty value schedule appended to the applicable rider. Such insurance shall be in effect from the time the Car is delivered to Lessee to the time the Car is returned to and accepted by RGC. Such insurance shall be in force and placed with insurers acceptable to RGC. Self-insurance shall be acceptable at levels commensurate with the Lessee's financial capacity to retain such exposure and as is consistent with standard market practice, both as are reasonably determined by RGC. Lessee shall maintain minimum general liability limits of \$25 million dollars unless greater limits are carried by Lessee, which shall then become the required minimum limit under this Agreement. All insurance shall provide for thirty (30) days prior written notice to RGC or Lessee, as the case may be, of cancellation or of material change with respect to coverage, deductibles, limits, conditions or exclusions. Insurers shall agree to waive all rights of subrogation against RGC. Insurance shall be primary without right of contribution and shall operate in the same manner as if a separate policy covers each additional insured. The insurance shall not be invalidated by any act or omission of Lessee, its affiliates, employees, officers, directors, or agents, regardless of any breach or violation by Lessee of any warranty, declaration, or condition contained in such policies. Lessee further agrees from time-to-time during the Term, upon request, to provide satisfactory evidence of compliance with this paragraph including delivery of copies of insurance policies.

20. **Default.** Each of the following shall be a Default under this Agreement: Lessee (i) fails to pay when due any rent or other amount required to be paid under this Agreement or any rider hereto; or (ii) fails to perform any of its obligations under this Agreement or any rider hereto; (iii) is in default of any of the material terms and conditions of any other lease or other financial obligation of Lessee; or (iv) is insolvent or makes an assignment for the benefit of creditors, or a trustee or a receiver is appointed for Lessee or for a substantial part of its assets, or a petition in bankruptcy or for reorganization or a similar proceeding is filed by or against Lessee; or (v) does, or Subleases the Cars (other than as specifically permitted hereby), or (v) makes or made any material misrepresentation to RGC in connection with this Agreement.

21. **Remedies.** Except as otherwise set forth in paragraph 2 hereof, upon the occurrence of a Default and at any time thereafter so long as the Default is continuing, RGC may, in its sole discretion, do any one or more of the following with respect to any or all of the Cars subject to this Agreement or riders hereto: (i) demand immediate payment of the total amount of the unpaid rent and other payments then due and, in addition, as liquidated damages and not as a penalty, at RGC's sole discretion, either (a) the present value, discounted at six percent (6%) per annum, or the remaining rents and other amounts to become due under this Agreement and any riders hereto throughout the remaining Term thereof, less the fair rental value thereof (or upon the releasing of the Cars to a new lessee, the rentals payable as a result thereof with respect to the remaining Term) for such remaining term, after deduction of reasonable expenses, discounted at six percent (6%) per annum or (b) the amount by which the then casualty value as of the date of Default, as set forth on the applicable rider hereto exceeds the fair market value (less reasonable expenses) thereof, or, (upon any sale) the net sales proceeds (less reasonable expenses) received by RGC; and/or (ii) demand the return of any or all of the Cars, in accordance with paragraphs 10 and 14 hereof; and/or (iii) take possession of any or all of the Cars, without demand or notice, without court order or other processes of law and without liability for any damages occasioned by the taking of possession; and/or (iv) upon notice to Lessee, terminate this Agreement and/or any riders hereto as to any or all of the Cars subject thereto; and/or (v) exercise any other right or remedy available to RGC under applicable law. In the event of any such Default, Lessee shall provide free storage of any Cars subject to this Agreement or any riders hereto until such Cars are re-leased or sold, and shall, at the direction of RGC, promptly deliver the Cars, at Lessee's expense and risk, to RGC or its designee at such locations as RGC shall designate, and shall pay RGC for all costs and expenses, including attorneys' fees and court costs, incurred by RGC in exercising any of RGC's rights or remedies hereunder or in enforcing any of the provisions of this Agreement or any riders hereto. Except as otherwise set forth herein, no remedy referred to in this Agreement is intended to be exclusive, but each shall be in addition to any other remedy referred to or otherwise available to RGC.

22. **Sale or Assignment.** Lessee agrees that, without Lessee's consent, RGC may sell, assign or pledge RGC's interest in the Cars and/or this Agreement and/or any riders hereto, in whole or in part, to any person, firm, partnership, or corporation (an "Assignee"), at RGC's sole discretion, subject to the interests of Lessee arising from this Agreement and any riders hereto, and that all of the rights of RGC provided for herein may be enforced without limitation by the Assignee(s). Lessee may not without RGC's written consent, sell, assign or pledge Lessee's leasehold interest in the Cars and/or this Agreement and/or any riders hereto, in whole or in part, to any person, firm, partnership or corporation.

23. **Waiver of Warranties and Representations.** RGC HEREBY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE DESIGN, CONDITION, COMPLIANCE WITH LAW OR SPECIFICATIONS, OPERATION, MERCHANTABILITY, SUITABILITY, QUALITY, FITNESS FOR A PARTICULAR USE OR SERVICE OR ANY OTHER MATTER CONCERNING THE CARS OR ANY PART THEREOF. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST RGC, ITS SUBSIDIARIES, SUCCESSORS OR ASSIGNS FOR ANY CLAIMS CAUSED BY THE CARS OR ANY DEFECT THEREIN OR THE OPERATION, MAINTENANCE OR REPAIR THEREOF. IT IS FURTHER AGREED THAT RGC SHALL HAVE NO LIABILITY TO LESSEE, LESSEE'S CUSTOMERS, OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL OR

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CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY ARISING OUT OF THIS AGREEMENT OR ANY RIDER HERETO, OR WITH RESPECT TO THE USE, OPERATION, LEASING OR SUBLEASING OF THE CARS OR ANY PART THEREOF. LESSEE EXPRESSLY ACKNOWLEDGES THAT IT LEASES THE CARS "AS-IS".

24. **Financial Statements.** Lessee agrees to provide to RGC, in a timely manner, audited financial statements for its approved sublessee and its ultimate legal parent (if any) on an annual basis, and unaudited financial statements on a quarterly basis, and such other financial reports relating to Lessee's approved sublessee as RGC may from time to time request throughout the term.

25. **UCC AND ICC Filings.** Upon the request of RGC, Lessee will execute a memorandum of this Agreement and/or any rider or amendment hereto in form appropriate for filing with the UCC, ICC or any other governmental department or agency or non-governmental organization. RGC, at its discretion, may file and record this Agreement and/or any rider or amendment hereto and/or any such memorandum with the ICC or other department or organization, domestic or foreign.

26. **Non-Waiver.** Neither the failure nor the delay of RGC to enforce any provision of this Agreement or any rider hereto or to prosecute any Default shall be considered as a waiver of that provision or affect the right of RGC to enforce such provision or any other provision hereof.

27. **Law and Jurisdiction.**

RGC AND LESSEE AGREE THAT THIS AGREEMENT MUST BE INTERPRETED IN ACCORDANCE WITH THE APPLICABLE LAWS IN FORCE IN HIDALGO COUNTY, TEXAS, UNITED STATES OF AMERICA, IN FORCE AT THE TIME LITIGATION IS INITIATED, AND, FURTHERMORE, RGC AND LESSEE AGREE TO SUBMIT THEMSELVES TO THE FEDERAL COURTS WITH JURISDICTION OVER HIDALGO COUNTY, TEXAS, UNITED STATES OF AMERICA, RENOUNCING ANY OTHER LAW OR FORUM WHICH MAY CORRESPOND BY REASON OF DOMICILE OR ANY OTHER JURISDICTIONAL POINT OF CONNECTION.

28. **Merger or Consolidation.** Lessee will not (i) enter into any transaction of merger or consolidation or any commitment with respect thereto; (ii) liquidate or dissolve; (iii) sell, transfer or otherwise dispose of all or any material portion of its assets; (iv) permit any substantial change in the form organization of its business; unless (1) immediately after giving effect thereto, no event shall occur and be continuing which constitutes an event of Default, (2) the aforesaid transaction shall not materially and adversely affect the ability of Lessee to perform its obligations hereunder (3) in the case of any merger or consolidation, the Lessee shall be the surviving corporation in any such consolidation or merger or such surviving corporation shall acknowledge and assume Lessee's continuing obligations under this Agreement in a writing satisfactory in the form and substance to RGC.

29. **Lessee's Representations and Warranties.** Lessee hereby represents and warrants that: (i) Lessee is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware, United States of America and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction wherein the failure to so qualify could have a material adverse effect on the business or financial condition of Lessee; (ii) Lessee has full power and authority to execute, deliver and perform this Agreement and all related documents or instruments and to own or lease its properties and to carry on its business as now conducted and as contemplated by this Agreement; (iii) this Agreement and all related documents or instruments have been duly authorized, executed and delivered by Lessee and constitute the legal, valid and binding obligations of Lessee enforceable against it in accordance with the terms hereof and thereof; (iv) no authorization, consent or approval of, notice to or filing with any governmental authority is required for this Agreement and all related documents or instruments or for the acceptance, use or maintenance of the Cars; and (v) neither the execution, delivery or performance by Lessee of this Agreement or any related document or instrument, nor compliance with the terms and provisions thereof, conflicts or will conflict with or will result in a breach or violation of any of the terms, conditions or provisions of any law, governmental rule or regulation or the charter documents, as amended, of Lessee or any order, writ, injunction or decree of any court or governmental authority against Lessee or by which it is bound or of any financial, credit or other agreement to which it is a party.

30. **Miscellaneous.** This Agreement and any riders hereto shall be binding upon and shall constitute the complete agreements between, RGC and Lessee, and may be amended or modified only in a writing lawfully executed by them. Any provision of this Agreement or any rider hereto determined to be unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or thereof. Lessee waives any right to trial by jury on any issues or claims arising under this Agreement.

31. **Notice.** All notices under this Agreement shall be in writing or by a telecommunications device capable of creating a written record, and any such notice shall become effective (a) upon personal delivery thereof, including, without limitation, by overnight mail and courier service, or (b) in the case of notice by such a telecommunications device, when properly transmitted, addressed to each party at the following addresses or to such other address as the party to whom the same is intended shall specify in conformity with the foregoing:

If to RGC:

RIO GRANDE CHEMICAL SALES COMPANY
901 Lindberg
McAllen, Texas 78502
Attention: Paul G. Veale, Jr.
Fax No. 210/686-2223

If to Lessee:

GIANT CEMENT COMPANY
320-D Midland Parkway
Summerville, S. C. 29485
Attention: Mr. Robert B. Thompson
Fax No. 803/851-9881

With a copy to:

CACHEAUX, CAVAZOS, NEWTON & KIMBALL, L.L.P.
One Riverwalk Place
700 North St. Mary's Street, Suite 1500
San Antonio, Texas 78205

Initial:


RGC


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officer as of the day and year first above written.

RIO GRANDE CHEMICAL SALES COMPANY

By: Paul G. Veale Jr.

Name: PAUL G. VEALE JR.

Title: President

GIANT CEMENT COMPANY

By: Robert B. Thompson

Name: ROBERT B. THOMPSON

Title: VICE-PRESIDENT OF MARKETING

STATE OF TEXAS

§

COUNTY OF HIDALGO

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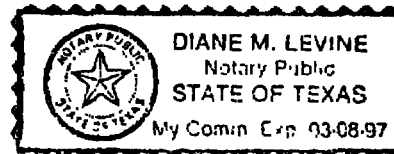
On this 21ST day of SEPTEMBER, 1995, before me personally appeared Paul G. Veale, Jr., to me personally known, who being by me duly sworn, says that he is the President of RIO GRANDE CHEMICAL SALES COMPANY that said instrument was signed on behalf of said corporation by authority of its Board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Diane M. Levine

Notary Public - State of Texas

[NOTARIAL SEAL]

My Commission Expires:



STATE OF SOUTH CAROLINA

§

COUNTY OF DORCHESTER

§

On this 18TH day of SEPTEMBER, 1995, before me personally appeared R. THOMPSON, to me personally known, who being duly sworn, says that he is the VP-MKTNG of GIANT CEMENT COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Katherine Broad

Notary Public

[NOTARIAL SEAL]

My Commission Expires:

My Commission Expires
November 16, 1997

Initial: RV

RGC

RBT
Lessee

RIDER NO. 6 - EXHIBIT A (Revised)

TO RAILCAR LEASING AGREEMENT (the "AGREEMENT") BETWEEN RIO GRANDE CHEMICAL SALES COMPANY and GIANT CEMENT COMPANY DATED AUGUST 15, 1995.

DATE OF RIDER.	October 12, 2000
NUMBER OF CARS AND CAR TYPE	Fifty (50) new Trinity built 110-Ton, 3281 c f. Covered Hopper Railcars with Miner Autolok II gates
CAR MARKS AND NUMBERS.	Per Exhibit E
LEASE TERM:	Two hundred forty (240) months
PAYMENT FREQUENCY:	Monthly in advance.
RENT PAYMENT:	\$395.00 U.S. Per Car, Per Month, Triple Net
PAYMENT INSTRUCTIONS:	Bank Wire Transfer as per Exhibit D
CASUALTY VALUE.	Per attached Schedule on Exhibit C.
PERMISSIBLE COMMODITIES/SERVICE:	Cement or related products
RESTRICTIONS ON USE:	Cement transportation in U.S.A.
DELIVERY LOCATION:	F.O.B. Eagle Pass, Texas with RGC responsible for freight costs to Giant, SC
DELIVERY DATE:	January 2001, subject to delays beyond the control of RGC
RETURN LOCATION:	Saginaw, Texas or other location as designated by RGC
CAR CLEANING:	Cars identified in Rider No. 6 shall have all cement and cement residue removed from interior and exterior and in addition, each car shall be completely cleaned prior to return to RGC, in accordance with Article 14.
TOTAL MILES ALLOWED:	30,000 miles per car per year; \$0.05 each mile thereafter
MILEAGE PAYMENTS & CREDITS	Per attached Exhibit F

Agreed this 12th day of October, 2000 by and between RIO GRANDE CHEMICAL SALES COMPANY and GIANT CEMENT COMPANY.

RIO GRANDE CHEMICAL SALES COMPANY

By:

Its:

Name:

Paul G. Vance, Jr.
President
Paul G. Vance, Jr.

Initial.

RGC

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GIANT CEMENT COMPANY

By:

Its:

Name:

F. William Biddix
Sales Manager
F. William Biddix

STATE OF TEXAS

COUNTY OF HIDALGO

On this 20 day of Nov., 2000 before me personally appeared Paul G. Veale, Jr., to me personally known, who being by me duly sworn, says that he is the President of RIO GRANDE CHEMICAL SALES CO., that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notary Seal]

Dorothy Thomas
Notary Public - State of Texas

My Commission Expires: 10-13-2000



STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

On this 16th day of November, 2000 before me personally appeared F. William Biddix to me personally known, who being by me duly sworn, says that he is the Sales Manager of GIANT CEMENT COMPANY; that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notary Seal]

Charles M. Bozard
Notary Public - State of South Carolina

My Commission Expires: March 3, 2002

Initial:

RGC

Lessee

EXHIBIT B

CERTIFICATE OF INSPECTION and ACCEPTANCE

I have been appointed as the duly authorized representative of GIANT CEMENT COMPANY for the purpose of inspecting and accepting the Cars (as defined in the Railcar Net Leasing Agreement dated as of August 15, 1995, and any Riders thereto, between RIO GRANDE CHEMICAL SALES COMPANY and GIANT CEMENT COMPANY (hereinafter the "Lease"). In such capacity, I do hereby certify that in respect of the Cars described below:

1. Each Car has been inspected and is in good order
2. Based on my determination that each Car is in good order and in compliance with all applicable specifications, each Car is hereby accepted by GIANT CEMENT COMPANY for all purposes of the Lease.

TYPE OF EQUIPMENT: Covered Hopper Railcars

DATE OF ACCEPTANCE: _____

NUMBER OF CARS: Fifty (50)

ROAD NUMBERS: _____

Authorized Representative of Lessee

Printed name of Authorized Representative

Date: _____

Initial

OR
RGC

JWB
Lessee

EXHIBIT C
CASUALTY LOSS SCHEDULE

The Casualty Value of each leased railcar shall be determined by referencing the Casualty Value Percentage for the specific rent payment number periods in which a loss occurs and multiplying such percentage by \$50,500.00

Rental Pmt #	Casualty Value	Rental Pmt #	Casualty Value	Rental Pmt #	Casualty Value	Rental Pmt #	Casualty Value	Rental Pmt #	Casualty Value	Rental Pmt #	Casualty Value
1	100.00%	2	100.00%	3	100.00%	4	100.00%	5	100.00%	6	100.00%
7	98.52%	8	98.52%	9	98.52%	10	98.52%	11	98.52%	12	98.52%
13	97.26%	14	97.26%	15	97.26%	16	97.26%	17	97.26%	18	97.26%
19	95.99%	20	95.99%	21	95.99%	22	95.99%	23	95.99%	24	95.99%
25	94.73%	26	94.73%	27	94.73%	28	94.73%	29	94.73%	30	94.73%
31	93.46%	32	93.46%	33	93.46%	34	93.46%	35	93.46%	36	93.46%
37	92.20%	38	92.20%	39	92.20%	40	92.20%	41	92.20%	42	92.20%
43	90.93%	44	90.93%	45	90.93%	46	90.93%	47	90.93%	48	90.93%
49	89.67%	50	89.67%	51	89.67%	52	89.67%	53	89.67%	54	89.67%
55	88.40%	56	88.40%	57	88.40%	58	88.40%	59	88.40%	60	88.40%
61	87.14%	62	87.14%	63	87.14%	64	87.14%	65	87.14%	66	87.14%
67	85.87%	68	85.87%	69	85.87%	70	85.87%	71	85.87%	72	85.87%
73	84.61%	74	84.61%	75	84.61%	76	84.61%	77	84.61%	78	84.61%
79	83.34%	80	83.34%	81	83.34%	82	83.34%	83	83.34%	84	83.34%
85	82.08%	86	82.08%	87	82.08%	88	82.08%	89	82.08%	90	82.08%
91	80.81%	92	80.81%	93	80.81%	94	80.81%	95	80.81%	96	80.81%
97	79.54%	98	79.54%	99	79.54%	100	79.54%	101	79.54%	102	79.54%
103	78.28%	104	78.28%	105	78.28%	106	78.28%	107	78.28%	108	78.28%
109	77.01%	110	77.01%	111	77.01%	112	77.01%	113	77.01%	114	77.01%
115	75.75%	116	75.75%	117	75.75%	118	75.75%	119	75.75%	120	75.75%
121	74.48%	122	74.48%	123	74.48%	124	74.48%	125	74.48%	126	74.48%
127	73.22%	128	73.22%	129	73.22%	130	73.22%	131	73.22%	132	73.22%
133	71.95%	134	71.95%	135	71.95%	136	71.95%	137	71.95%	138	71.95%
139	70.69%	140	70.69%	141	70.69%	142	70.69%	143	70.69%	144	70.69%
145	69.42%	146	69.42%	147	69.42%	148	69.42%	149	69.42%	150	69.42%
151	68.16%	152	68.16%	153	68.16%	154	68.16%	155	68.16%	156	68.16%
157	66.89%	158	66.89%	159	66.89%	160	66.89%	161	66.89%	162	66.89%
163	65.63%	164	65.63%	165	65.63%	166	65.63%	167	65.63%	168	65.63%
169	64.36%	170	64.36%	171	64.36%	172	64.36%	173	64.36%	174	64.36%
175	63.10%	176	63.10%	177	63.10%	178	63.10%	179	63.10%	180	63.10%
181	62.79%	182	62.79%	183	62.79%	184	62.79%	185	62.79%	186	62.79%
187	62.48%	188	62.48%	189	62.48%	190	62.48%	191	62.48%	192	62.48%
193	62.18%	194	62.18%	195	62.18%	196	62.18%	197	62.18%	198	62.18%
199	61.87%	200	61.87%	201	61.87%	202	61.87%	203	61.87%	204	61.87%
205	61.56%	206	61.56%	207	61.56%	208	61.56%	209	61.56%	210	61.56%
211	61.25%	212	61.25%	213	61.25%	214	61.25%	215	61.25%	216	61.25%
217	60.94%	218	60.94%	219	60.94%	220	60.94%	221	60.94%	222	60.94%
223	60.64%	224	60.64%	225	60.64%	226	60.64%	227	60.64%	228	60.64%
229	60.33%	230	60.33%	231	60.33%	232	60.33%	233	60.33%	234	60.33%
235	60.02%	236	60.02%	237	60.02%	238	60.02%	239	60.02%	240	60.02%

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RGC

Lessee

EXHIBIT E
CAR MARKS AND NUMBERS

RGCX 1492 - RGCX 1541

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RGC

Lessee

Rider No 6 / Page 6

EXHIBIT F

MILEAGE PAYMENTS AND CREDITS

Lessee shall provide RGC with written notice of any railroad transportation contract(s) containing mileage payment provisions applicable to the Cars within thirty days of the effective commencement date of such agreement(s). Unless RGC is notified in writing by Lessee that it has executed transportation contracts applicable to the Cars with a railroad wherein the loaded movement of the Cars is subject to mileage compensation, RGC shall have no obligation to determine or receive payments, or allocate any mileage credits to the account of Lessee. In no event shall RGC be obligated to Lessee for collection of mileage compensation from any railroad. All mileage payments paid by railroads on the Cars shall be the property of RGC, provided however, that such payments shall be available under the provisions of this paragraph to apply as credits against rentals and other amounts due under this Agreement from Lessee. During the Term of the Agreement the total of such credits shall not exceed the total rental payable by Lessee and any credit unused at the end of the Agreement shall be canceled. Lessee shall use the Cars so that their mileage under load shall be not less than their mileage empty upon each railroad over which the Cars shall move, including movement to place of delivery to Lessee hereunder and movement to RGC upon termination or expiration of this Agreement. Upon notice from any railroad, whether received prior to or after the termination of the Agreement, Lessee shall pay RGC as additional rental all sums due on account of all excess empty mileage charges incurred on the Cars at the rate established by the applicable railroad tariff or any sums as may be due in connection with any excess loaded mileage credit given Lessee by RGC as a result of excess payments made by a railroad. The provision of this paragraph pertaining to available Lessee credits shall be suspended during any time Lessee is in default under this agreement and continue until the time that such default shall have been cured as set out in Section 20 and Section 21 of the Agreement.

Initial.


RGC


Lessee

EXHIBIT D

BANK WIRE TRANSFER INSTRUCTIONS

BANK: CHASE BANK OF TEXAS
200 SOUTH 10th STREET
Mc ALLEN, TX 78501 USA
TELEPHONE: 956-686-1733

BANK'S ABA NUMBER: 113000609

ACCOUNT NAME: RIO GRANDE CHEMICAL SALES COMPANY

ACCOUNT NUMBER: 09600372927

If you have any questions, please contact the Rio Grande Chemical office at 956-686-2221.

Initial:


RGC


Lessee